

PRODUCER AGREEMENT

THIS AGREEMENT is effective as of the last date set forth on the signature page (“Effective Date”), by and among UPMC HEALTH PLAN, INC., UPMC HEALTH BENEFITS, INC., UPMC HEALTH OPTIONS, INC., UPMC HEALTH COVERAGE, INC., and UPMC HEALTH NETWORK, INC. (collectively “UPMC HP”), Pennsylvania corporations, and the PRODUCER/SUB-PRODUCER (the “Producer”) (collectively the “Parties”) identified on the signature page hereto and supersedes any and all prior Agreement(s) between the Parties except as set forth herein.

WHEREAS, UPMC HP offers a variety of health care benefit plan products to individuals (referred to herein as “Individual(s)” or “Member(s)”);

WHEREAS, Producer is licensed under the Commonwealth of Pennsylvania’s insurance laws as required to perform under this Agreement; and

WHEREAS, Producer desires to solicit, and UPMC HP desires that Producer solicit, applications from Individuals to enroll in the UPMC HP Individual or other Products indicated below (hereinafter referred to as “Services”).

NOW, THEREFORE, in consideration of the covenants and mutual promises set forth herein, and intending to be legally bound hereby, UPMC HP and Producer agree as follows:

1. Definitions.

1.1 Contract. Enrollment of a Subscriber in a UPMC HP health care benefit product.

1.2 General Agent. A Producer utilizing non-employee Sub-Producers, appointed and contracted with UPMC HP, to provide Services, including solicitation of enrollment in UPMC HP health care benefit plan products. A General Agent is a Producer who may be a wholesaler and drives business through their Sub-Producer network. For purposes of this Agreement, all references to General Agent are only applicable to the extent Producer is writing business through a General Agent.

1.3 Producer. A licensed individual or agency appointed and contracted with UPMC HP to provide Services, including solicitation of enrollment in UPMC HP health care benefit plan products. Throughout this Agreement the term Producer shall be used to refer to Standard Producers, Sub Producers and Web-brokers.

1.8 **Standard Producer.** A Producer who is appointed and contracted with UPMCHP to provide Services, including solicitation of enrollment in UPMC HP health care benefit plan products. A Standard Producer does **not** solicit through a General Agent.

1.9 **Sub-Producer.** A Producer who is appointed and contracted with UPMC HP to provide Services, including solicitation of enrollment in UPMC HP health care benefit plan products through a General Agent.

1.10 **Subscriber.** The primary applicant for enrollment in a UPMC HP health care benefit plan product.

1.11 **Web-broker.** A Producer who enrolls qualified individuals, employers and employees through public-facing websites into Qualified Health Plans (“QHPs”) through the Federally Facilitated Marketplace (“FFM”).

2. Authorizations.

2.1 **Authorizations by UPMC HP.** UPMC HP hereby authorizes and engages Producer’s Services under the terms and conditions set forth herein for the health care benefit plan products (hereinafter “Products”) offered by UPMC HP.

2.2 **Authorizations by Producer.** Producer hereby authorizes UPMC HP to conduct an investigation relating to Producer’s background and qualifications. Such investigations may be performed in the sole discretion of UPMC HP. Producer understands that such investigation may include, but may not be limited to, contacting Producer’s employer, verifying residence, and reviewing criminal, education, and state insurance records.

3. Designation of Sub-Producers. A General Agent/Producer may enter into agreements with Sub-Producers to represent General Agent/Producer in soliciting applications for the Products covered by this Agreement. Sub-Producers must stay with the General Agent appointing them for a period of six (6) months before moving to another General Agency, unless otherwise authorized by the current General Agent. Where any provision of the agreement between General Agent/Producer and Sub-Producer conflicts with this Agreement, this Agreement shall supersede and prevail. General Agent/Producer shall disclose, in writing, to UPMC HP the names, business addresses, and Commonwealth of Pennsylvania Producers’ license numbers for all such Sub-Producers whom General Agent/Producer has investigated and deemed appropriate to represent UPMC HP. All Sub-Producers must be appointed as Producers

with the Pennsylvania Insurance Department and shall individually enter into a Producer Agreement with UPMC HP thereby being bound by the terms and conditions thereof. UPMC HP specifically reserves the right to approve or disapprove the appointment of any Sub-Producer who will offer Services and solicit applications for and enrollment in Products covered by this Agreement.

4. Commission, Bonus, and Reward Payment.

4.1 Commission Paid to Producer. Producer shall be eligible for commission payments in accordance with the Producer Commission Schedule, attached hereto as Exhibit A and subject to modification from time to time. Subject to the conditions set forth in Exhibit A and 4.4 of this Agreement, UPMC HP agrees to pay Producer a commission for each Contract that results from new Member enrollment and for each Contract that results from Member renewal for the duration of the member's UPMCHP insurance contract. Sub-Producers are not eligible for commission payments from UPMC HP under this Agreement. Sub-Producers shall receive commission payments from their General Agent.

4.2 Bonuses. From time to time and in UPMCHP's sole discretion, UPMCHP may offer Bonuses to Producers through specific bonus programs. Any such bonus programs will be added to this Agreement as an addendum and will be subject to all terms of this Agreement. Bonus programs offered by UPMC HP may be terminated by UPMC HP at any time in UPMC HP's sole discretion. Sub-Producers are not eligible for bonus payments from UPMC HP under this Agreement.

4.3 Rewards. During the term of this Agreement, UPMC HP may offer certain reward programs to Producer. Eligible Producer will be notified of the reward program and automatically enrolled in such reward program. Eligibility to participate in a reward program will be determined by the Producer's status on the date that the reward program commences as described by the rules, prevalence benchmarks of off cycle Contract terminations ascribed to Producer, and other criteria of the reward program itself. Subject to the conditions set forth in Section 4.4 of this Agreement and Producer's satisfaction of the criteria set forth in the reward program, Producer may be entitled to earn a reward. Reward Programs may result in payment of rewards directly to writing Producers. Reward Programs offered by UPMC HP may be terminated by UPMC HP at any time in UPMC HP's sole discretion.

4.4 Conditions to Payment of Commission, Bonus, or Reward. Such commission, bonus, and/or reward payments will be paid to Producer only so long as Producer: (i) is a party to a duly executed Producer Agreement between Producer and UPMC HP, a copy of which has been provided to UPMC HP; (ii) has submitted to UPMC HP Producer's Producer Profile form, including Producer's and all Sub-Producers' information, if applicable; (iii) provides UPMC HP with a copy of a valid and current Commonwealth of Pennsylvania Producer

license; (iv) provides UPMC HP with a copy of Producer's and, if applicable, Sub-Producer's certificate(s) of E&O coverage of a minimum of \$1 million for each claim and \$1 million claims aggregate for each policy period; (v) is continuously and actively engaged as a licensed Producer; and (vi) provides UPMC HP, at the time of sale of a new Contract or at the time of transfer of business to Producer, with the Producer's name and producer number or a Transfer of Business letter. For purposes of this Agreement, the Producer shall only be considered the "Broker of Record" for Individuals from which UPMC HP has received the Producer's name and number at the time of sale or Transfer of Business letter that meets all the requirements set forth in Section 5.10 of this Agreement. All Commissions, Bonuses, and Reward payments are contingent upon Contracts for which payment is made by remitting monthly premium payments to UPMC HP for benefit coverage.

4.5 Special Incentive Programs. From time to time and in its sole discretion, UPMC HP may choose to offer Special Incentive Programs applicable to designated commercial products, market segments, industries, geographies, or other such selected criteria as UPMCHP deems appropriate. Any such Special Incentive Programs offered or incentives paid by UPMCHP shall be separate from and in addition to any other applicable payments under this Agreement. Program details will be provided to Producers in advance and will be incorporated into this Agreement by addendum. All special incentive programs will be subject to the terms and conditions of this Agreement and Producer further agrees that acceptance of special incentives shall constitute Producer's acceptance of the terms set forth in any Special Incentive Program addendum. Special Incentive Programs may be modified or terminated by UPMC HP at any time in UPMC HP's sole discretion. Producer eligibility for participation in a Special Incentive Program shall be subject to the sole discretion of UPMC HP. Unless explicitly stated otherwise, termination of this Agreement shall also constitute termination of any applicable Special Incentive Program addendums, for which no special notice shall be required.

4.6 UPMC HP Reserves Right to Change Commission, Bonus, and/or Reward Policies. UPMC HP reserves the right to change its commission, bonus, and/or reward policies upon thirty (30) days advance written notice to Producer.

4.7 No Right to Payment After Termination of Agreement. Producer shall not be eligible to receive commission, bonus, or reward payments in accordance with the terms of this Agreement, as set forth in Sections 4.1, 4.2 and/or 4.3, effective as of the date of termination of this Agreement.

4.8 No Commission After Death, Insolvency, or Bankruptcy. No commission shall be payable after: (1) the death of an individual Producer or Producer who owns or is employed by Producer firm which is a sole proprietorship, or (2) insolvency or bankruptcy of individual Producer or Producer firm.

4.9 No Commission for Terminated and Subsequently Reinstated Policy. In the event a policy issued pursuant to this Agreement expires or otherwise terminates and is subsequently reinstated, UPMC HP shall not be liable to Producer for further payment hereunder, unless UPMC HP determines, in its sole discretion, that such policy was reinstated through the efforts of Producer. In the event such reinstatement occurs through the efforts of Producer within six (6) months of the date of the termination of a policy, such reinstatement shall be deemed to be a renewal for purposes of calculating the commission on subsequent premiums.

4.10 Annual Producer Appointment Fee(s). To the extent required by the Pennsylvania Department of Insurance, UPMC HP will appoint Producer to enroll Individuals in the UPMC HP health care benefit plan products. In all years subsequent to the initial term of this Agreement, commission paid to Producer in the month of December will be offset by the amount(s) of the annual producer Appointment Fee(s), as established by the Pennsylvania Department of Insurance, calculated for each Producer, including Sub-Producers, and paid by UPMC HP. This fee shall cover the preceding calendar year, regardless of the length of time a Producer has been appointed with UPMC HP. The December commission report will show this fee as a line item deduction.

4.11 Payment in Full. Commission paid to Producer for Services provided hereunder shall constitute payment in full for such Services. Upon such payment, Producer shall have no further recourse against UPMC HP. Notwithstanding Section 14.6 of this Agreement below, failure of Producer to demand from UPMC HP any payment purportedly owed by UPMC HP to Producer at the time it becomes due and payable shall constitute a waiver for such payment by Producer.

5. Duties of Producer.

5.1 Representation of UPMC HP. Producer shall use Producer's best efforts to solicit new applications and secure renewals for the Products from Individuals, i.e., Services. In soliciting such new applications and securing renewals, Producer shall use Producer's best efforts to establish and maintain a positive relationship between UPMC HP and each individual. Producer shall not endorse, encourage, or solicit Individuals to switch carriers/coverage from UPMC HP before the end of each Individual's benefit year. Producer shall in no way misrepresent UPMC HP, the Products, or any portion of its health care delivery system and shall utilize only marketing and sales materials provided or approved by UPMC HP. Producer shall follow and agrees to be bound by all of UPMC HP's policies and procedures with regard to the sales of and enrollment in the Products.

5.2 Account Administration Responsibilities. Producer shall be responsible for performing the following duties as they relate to account administration:

- Assist Individuals in applying for coverage
- Renewal administration
 - Present renewal to Individual in timely fashion
 - Ensure that renewal documentation is returned to UPMC HP thirty (30) days prior to renewal date
- Adhere to Producer Portal guidelines of access as applicable

5.3 Producer Responsibilities Specifically Related to Federally Facilitated Marketplaces. Producers who wish to sell Qualified Health Plans (QHP) or otherwise assist individuals through the Federally Facilitated Marketplaces (FFM) shall be responsible for the following:

- Completing the registration process as set forth in 45 CFR § 155.220 and § 155.260, which includes registering on the Medicare Learning Network, completing required training and executing applicable agreements. Producer must provide UPMC HP with a copy of their FFM UserID and training completion certificates, which may be required to be updated on a yearly basis. In the event that Producer registered with the FFM in a previous plan year, the Producer must complete the FFM registration renewal process.
- Complying with applicable state privacy and security standards, as well as the federal privacy and security standards required by 45 C.F.R. § 155.260. Producer must continue to maintain the confidentiality of personally identifiable information (“PII”) after the termination of Producer’s agreement with the FFM in accordance with the requirements under 45 C.F.R. §155.260.
- Providing UPMC HP with Producer’s National Producer Number (NPN) from the National Insurance Producer Registry.
- Producer agrees to refrain from utilizing any marketing methods that discourage individuals with significant health needs from enrolling in QHPs. UPMC HP reserves the right to monitor marketing materials used by Producer that specifically relate to UPMC HP QHPs to ensure that they comply with UPMC HP’s agreement with the FFM.

Producer agrees and acknowledges that commission payments offered by UPMC HP under this Agreement provide the same amount of compensation for QHPs sold on the FFM as offered for plans sold outside of the FFM.

5.4 Producer Shall Abide by Requirements of Pennsylvania Insurance Department. Producer shall at all times abide by the laws, rules, regulations, and requirements under the jurisdiction of the Pennsylvania Insurance Department and other state and federal agencies and authorities.

5.5 Inappropriate Solicitation Activities Prohibited. Producer shall not engage

in any inappropriate solicitation activities, including, but not limited to: (1) seeking, requesting, or obtaining any insurance quote, bid, or illustration that is (i) intentionally higher, changed or revised upward, or otherwise less favorable to the Individual than those provided by other insurance companies, (ii) designed or intended not to be selected by an Individual, or (iii) designed or intended to present to the Individual a false appearance of competition by insurance companies; (2) withholding or limiting the presentation of insurance quotes, bids, or illustrations sought on behalf of an Individual in a manner which is contrary to the interests of the Individual; or (3) engaging in activity known as bid-rigging or inappropriate steering of business, which is contrary to the interests of the Individual.

5.6 Producer Disclosure: Producer shall disclose to each Individual prior to his/her purchase of Products from UPMC HP that Producer will receive compensation from UPMC HP for the placement.

5.7 Producer Shall Maintain Records. Producer shall keep thorough and correct records and books of account of all transactions covered by this Agreement and shall preserve and hold all documents, correspondence, and records that come into Producer's possession or control relating to this Agreement for a period of at least seven (7) years. All books of accounts, documents, correspondence, and records of the Producer shall belong to the Producer and shall be open to reasonable inspection by a duly authorized representative of UPMC HP during normal business hours.

5.8 Intentionally Omitted.

5.9 Intentionally Omitted.

5.9.1 Intentionally Omitted.

5.10 Transfer of Business Letter. As set forth in Section 4.4, a Producer must submit the Producer's name and number at the time of sale or a Transfer of Business (TOB) letter to UPMC HP to be eligible for commission, bonus, or reward payments hereunder. For transfers of all existing individual Contracts, the originating Producer must provide UPMC HP with a TOB letter, on originating Producer letterhead, providing authorization for the transfer of the individual Contract(s) identified therein, the date of the transfer, and the identity of the receiving Producer, said receiving Producer to be carbon copied on the TOB letter. The TOB letter from the originating Producer may be mailed, emailed or faxed to Producer Relations at addresses and fax number provided in Section 14.7 of this Agreement. If a TOB is obtained by UPMC HP on or before the fifteenth (15th) day of a month, commission payments will be paid to the successor Producer effective the first day of the month immediately following the month in which the TOB is received. For example, if a TOB is

received January 10, commission payments will be made to the successor Producer effective February 1. If a TOB is received by UPMC HP after the fifteenth (15th) day of a month, commission payments will be paid to the successor Producer effective the first day of the second month following the month in which the TOB is received. For example, if a TOB is received January 18, commission payments will be made to the successor Producer effective March 1. Notwithstanding the foregoing, UPMC HP reserves the right to, in its sole discretion, contact any Individual, at any time, to verify Producer's status. All Individual Transfer of Business transactions will be paid to the receiving producer at the current commission per member rate the transferring producer is receiving, except when the transferring agency is receiving a higher commission per member than that of the receiving producer. In those instances, the Transfer of Business payment will be paid at the receiving producer commission level. These contracts will not be considered in the Producer's total book of business when determining commission level for the Standard Producer Override Schedule until the following calendar year.

5.11 Confirmation of Transfer of Business Letter Required. If, within three (3) days of submission of TOB letter (or other approved evidence of Broker of Record status) by Producer or by Individual to UPMC HP, Producer has not received confirmation from UPMC HP of such submission, Producer shall contact the UPMC HP Producer Relations hotline at 1-888-499-6622 to notify it of same. TOB letters not confirmed by UPMC HP will not be honored. In the event the new and/or incumbent Producer receives confirmation from UPMC HP of a change in Broker of Record status, Producer shall have ten (10) business days from receipt of the confirmation notice to dispute such change.

5.12 Licensure. Producer shall maintain valid Commonwealth of Pennsylvania General Agent or Producer licenses and shall provide UPMC HP with current copies of such licenses. General Agent/Producer shall require maintenance of a valid Producer license by any Sub-Producer so retained. Producer shall notify UPMC HP immediately as set forth herein upon limitation, suspension, cancellation, or expiration of such licenses.

5.13 Training. Producer must complete UPMC HP required training within sixty (60) days from the Producer's effective date of appointment with UPMC HP. Producer shall also be required to complete all other required training as set forth in this Agreement or as required by state or federal law.

5.14 Insurance. So long as this Agreement is in effect, Producer shall procure and maintain insurance insuring Producer and Sub-Producers against any and all liability arising out of the performance of professional services or caused by any errors, omissions, or negligent acts for which Producer and Sub-Producers may

be held legally liable. Producer shall provide UPMC HP with evidence of such insurance upon request.

5.15 Non-Disparagement. Producer shall not disparage or otherwise make statements or representations which may discredit or harm the reputation of UPMC HP or any of its directors, officers, or employees.

5.16 HIPAA Compliance. Producer shall have access to Protected Health Information (“PHI”) in connection with completion of Services under this Agreement. Producer acknowledges that he/she has reviewed and agrees to be bound by the UPMC Health Plan Terms and Conditions for Business Associates, a copy of which can be accessed at <http://www.upmchealthplan.com/pdf/VendorHIPAA.pdf>. Such Terms and Conditions for Business Associates are subject to modification by UPMC HP. It is the responsibility and obligation of Producer to periodically review the UPMC Health Plan Business Associate Terms and Conditions to ensure compliance therewith.

6. Limitation of Authority. Producer shall have no authority to act on behalf of or represent UPMC HP other than as expressly set forth herein. In no event shall Producer have the authority to: (a) enter into or discharge Contracts for UPMC HP; (b) waive, alter, or amend the performance, provisions, terms, or conditions of any Contract for UPMC HP; (c) reject or accept any Individual; (d) quote rates other than those rates set by UPMC HP; (e) accept renewal premiums unless expressly authorized by UPMC HP; (f) make endorsements; or (g) incur any liability on behalf of UPMC HP. Producer is not authorized to make any payment to any third party in connection with this Agreement unless such payment is authorized by UPMC HP in writing prior to the payment.

7. UPMC HP Right of Acceptance or Rejection; Premium Refunds. UPMC HP shall have the right at all times to reject any application for insurance or to rescind a policy previously issued to an Individual and an Individual may cancel a policy, all in accordance with the terms of the applicable policy and applicable law. In the event of any such rejection, rescission, or cancellation, premium(s) paid by the Individual may be refunded, in whole or part, to the individual.

8. Audit Rights. UPMC HP, or its designee, shall have the ongoing right to audit the books and records maintained by Producer related to this Agreement or Producer’s performance hereunder, whether in written or electronic form, and whether located at Producer’s site or elsewhere.

9. Recoveries of Overpayment of Commission, Bonus, and/or Reward.

9.1 Recovery of Commission, Bonus, and/or Reward. UPMC HP hereby reserves the right to recover any commission, bonus, and/or reward (a) paid or advanced to Producer in the event of a non-payment of premium; (b) paid to Producer on premiums which are refunded to an Individual; (c) paid to Producer

when Producer is no longer Broker of Record; (d) determined by audit performed by UPMC HP pursuant to Section 8 hereof to have been paid in error; (e) determined to be in violation of any local, state, or federal law; (f) paid to Producer on Contract(s)/policy(ies) which failed to meet the requirements of the Bonus Program and/or Reward program specifics as highlighted in Sections 4.2 and/or 4.3; or (g) otherwise determined by UPMC HP to have been paid in error.

9.2 Producer Shall Reimburse Overpayment. In the event of an overpayment of a commission, bonus, and/or reward by UPMC HP to Producer, UPMC HP shall recover any such overpayment by withholding future commission, bonus, and/or reward payments to Producer as a set-off against such overpayments. UPMC HP's right of set-off hereunder shall not serve as the exclusive remedy of UPMC HP for the recovery of overpayments or otherwise.

9.3 Expenses. Producer shall reimburse UPMC HP for all expenses incurred by UPMC HP, including, but not limited to, collection agency and/or legal fees, if any, to obtain reimbursement of the overpayment from the Producer.

10. Advertising Materials and Information. Producer shall use only those insurance applications, printed materials and any other sales or marketing materials as are provided by UPMC HP, except as UPMC HP may otherwise approve in writing.

11. Confidentiality.

11.1 Producer Shall Maintain Confidentiality. Except for such disclosures required by law or hereunder, Producer shall maintain in strict confidence: (a) the commission, bonus, and/or reward arrangements set forth in the Commission Program, Bonus Program, and Sections 4.1 -4.4 hereto; (b) the details of any Special Incentive Programs as set forth in Section 4.5 hereto and related addendums; (c) any proposals, premium rates, and risk-sharing arrangements presented to Individuals; and (d) all proprietary and business information of UPMC HP or any affiliate of UPMC HP that relates to UPMC HP's or an affiliate's past, present, or future research or development activities, business operations, business strategies and strategic relationships, or financial condition.

11.2 No Trade Secret or Property Rights. Nothing in this Agreement shall be construed as a grant by implication, estoppel, or otherwise of any rights to Producer under UPMC HP's or its affiliated companies' trade secrets, trademarks, trade names, or any other intellectual property rights whatsoever.

12. Indemnification. Producer agrees to indemnify and hold UPMC HP harmless from and against any and all claims, demands, or causes of action whatsoever resulting from or arising out of any act, error, or omission on the part of the Producer, Producer's Sub-Producers, Producer's representatives, or Producer's employees.

13. Term and Termination.

13.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and end on December 31st of the same year. Thereafter this Agreement shall automatically renew for one (1) year period, subject to any change by UPMC HP in its commission, bonus, and/or reward payments, unless earlier terminated in accordance with this Agreement.

13.2 Unilateral Termination. UPMC HP, in its sole discretion, may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to Producer.

13.3 Mutual Termination. The parties may mutually agree to terminate this Agreement.

13.4 Automatic Termination. This Agreement and all obligations of UPMC HP contained herein shall terminate immediately upon: (i) suspension or revocation of Producer's professional license; (ii) death of individual Producer or of Producer who is sole proprietor of Producer firm; (iii) insolvency or bankruptcy of individual Producer or Producer firm; or (iv) finding of Cause as defined in Section 13.5 of this Agreement.

13.5 Termination for Cause. A termination shall be considered for "Cause" when: (i) Producer breaches any of its material duties or obligations hereunder and such breach is not cured within thirty (30) days of written notice of such breach to Producer; (ii) Producer violates any law or regulation; (iii) Producer engages in inappropriate solicitation activities as defined in Sections 5.1 and 5.6 of this Agreement; (iv) Producer knowingly misrepresents the provisions, benefits, or charges of any individual Contract; (v) Producer withholds or misappropriates funds of UPMC HP; (vi) Producer engages in disparaging or discrediting UPMC HP as set forth in Section 5.16; or (vii) Producer commits a fraudulent act or other malfeasance in the performance of duties under this Agreement.

14. Miscellaneous.

14.1 Assignment. This Agreement is intended to secure the personal services of Producer, and, therefore, neither this Agreement nor any of Producer's rights or obligations hereunder may be assigned or transferred in any manner, without the prior written consent of UPMC HP.

14.2 Basic Relationship. UPMC HP and Producer are separate and independent entities. The relationship between UPMC HP and Producer is purely Contractual and neither UPMC HP nor Producer is the employee, servant, agent, or representative of the other.

14.3 Regulatory Compliance. UPMC HP and Producer each agree to comply with all applicable statutes, regulations, and requirements now or hereafter in force and effect of all municipal, county, state, and federal authorities. Such statutes, regulations, and requirements shall include, without limitation, the applicable requirements under any state or federal insurance, fair employment practices, or similar laws.

14.4 Entire Agreement; Modification. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understandings. UPMC HP shall have the right to amend this Agreement by notifying Producer in writing at least thirty (30) days prior to the effective date of the amendment. Producer may terminate this Agreement upon Producer's receipt of such notice of amendment, by notifying UPMC HP in writing of such termination within the thirty (30) day period; provided, however, if UPMC HP has not received notice of such termination within that thirty (30) day period, Producer's silence shall constitute acceptance of such amendment. No other modifications, discharges, amendments, or alterations shall be effective unless evidenced by an instrument in writing signed by Producer and UPMC HP, except as such changes may be required by law.

14.5 Invalid Provisions. Notwithstanding and in addition to UPMC HP's right to amend set forth in Section 14.4 of this Agreement, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement, UPMC HP may, by written notice to Producer, amend this Agreement in such a manner as UPMC HP determines necessary to comply with such law or regulation, or any order or directive of any governmental agency.

14.6 Non-Waiver. Failure of any party to require performance of any provision of this Agreement shall not constitute a waiver of the right to enforce such provision at a later time. Waiver of any breach of any provision hereof shall not constitute a waiver of any other breach.

14.7 Notice. Any notice, request, demand, or other communication required or permitted hereunder shall be given in writing by certified United States mail, return receipt requested, to the party to be notified. All communications shall be deemed given and received upon delivery or attempted delivery to the address specified herein, as from time to time amended. The addresses for the parties for the purposes of such communication are:

To UPMC HP:

US Steel Tower, 25th Floor
600 Grant Street
Pittsburgh, PA 15219
Attention: Producer Relations Department
producerrelations@upmc.edu

Fax: 1-877-892-0234

To Producer:

As set forth on signature page

Either party may, at any time, change or amend its address for notification purposes, by mailing a notice as required hereinabove, stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice, or if no date is specified, on the tenth (10th) day following the date such notice is received.

14.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of laws provisions. Producer submits to the jurisdiction of the courts of the Commonwealth of Pennsylvania, and agrees that Allegheny County, Pennsylvania, is the appropriate venue.

14.9 Headings. The section and other headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

14.10 Survival. Sections 4.7, 4.11, 5.15, 8, 9 (including all subparts), 11 (including all subparts), 12, and 14 (including all subparts) shall survive termination of this Agreement.

PRODUCER AGREEMENT SIGNATURE PAGE – INDIVIDUAL- Standard Producer

IN WITNESS WHEREOF, UPMC HEALTH PLAN, INC., UPMC HEALTH BENEFITS, INC., UPMC HEALTH OPTIONS, INC., UPMC HEALTH COVERAGE, INC. and UPMC HEALTH NETWORK, INC. (collectively “UPMC HP”), and Producer, in consideration of Producer’s undertaking to sell UPMC HP’s Products and provide services for the consideration as stated in this Agreement, the Attachments hereto, and this signature page made a part thereof, mutually agree to the terms of this Agreement and that the same shall constitute the entire Agreement between UPMC HP and the Producer. This Agreement shall supersede any and all Agreements previously entered into between the parties.

This Agreement shall have no force or effect unless countersigned by all below identified parties and a fully executed copy returned to UPMC HP.

UPMC HP

By: *Kimberly L. Cepullio*

Print Name: Kimberly L. Cepullio

Print Title: Vice President, Sales & Account Management

I hereby certify that this Agreement, which I have signed, and all forms submitted herewith, have not been altered, modified, or changed by me in any manner, that the information contained therein remains current and valid, and that I agree to be bound by the provisions of the Agreement. I understand that UPMC HP will accept business from me upon completion, execution, and acceptance of the Producer Appointment Form, Service Producer Evaluation form, Sales Producer Profile form and ACH Credits form, a copy of my current life and health license, a copy of my E&O coverage, and a fully executed copy of this Agreement.

PRODUCER/SUB-PRODUCER

By: _____ ADDRESS: _____

Print Name: _____

Print Title: _____

Date: _____

To the extent that this Agreement pertains to a Sub-Producer, the below designated General Agent accepts all responsibility for the above listed Sub-Producer and sponsors Sub-Producer as a Producer/Writing Agent for UPMC HP.

GENERAL AGENT

By: _____
Signature Required

Address: ARMS Insurance Group LLC
3000 Lento Boulevard
Bethel Park, PA 15102

Print Name: Robert J. Rionda III.